

Judge Richard A. Jones

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AT SEATTLE  
CLERK U.S. DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
BY DEPUTY

UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

UNITED STATES OF AMERICA,  
Plaintiff,

v.

JOHNY MIXAYBOUA,  
Defendant.

NO. CR23-103 RAJ

**PLEA AGREEMENT**

The United States, through Acting United States Attorney Tessa M. Gorman and Assistant United States Attorney Elyne M. Vaught of the Western District of Washington and Johny Mixayboua and Mixayboua's attorney Andrew Kennedy enter into the following Plea Agreement, pursuant to Federal Rule of Criminal Procedure 11.

1. **The Charges.** Defendant, having been advised of the right to have this matter tried before a jury, agrees to waive that right and enters a plea of guilty to each of the following charges contained in the Indictment.

a. *Theft of Government Property*, as charged in Count 1 of the Indictment, in violation of Title 18, United States Code, Section 641.

1           b.     *Mail Theft*, as charged in Count 5 of the Indictment, in violation of  
2 Title 18, United States Code, Section 1708;

3           c.     *Access Device – Illegal Transactions*, as charged in Count 7 of the  
4 Indictment, in violation of Title 18, United States Code, Section 1029(a)(5) and  
5 (c)(1)(a)(ii); and

6           d.     *Unlawful Possession of a Firearm*, as charged in Count 8 of the  
7 Indictment, in violation of Title 18, United States Code, Section 922(g)(1).

8       By entering these pleas of guilty, Defendant hereby waives all objections to the  
9 form of the charging document. Defendant further understands that before entering any  
10 guilty plea, Defendant will be placed under oath. Any statement given by Defendant  
11 under oath may be used by the United States in a prosecution for perjury or false  
12 statement.

13       2.     **Elements of the Offense(s).** The elements of the offenses to which  
14 Defendant is pleading guilty are as follows:

15           a.     *Theft of Government Property*, as charged in Count 1, are as follows:

16               First, the Defendant knowingly stole property of value with the  
17 intention of depriving the owner of the use or benefit of the property;

18               Second, the property belonged to the United States; and

19               Third, the value of the property was more than \$1000.

20           b.     *Mail Theft*, as charged in Count 5, are as follows:

21               First, there was mail in an authorized depository for mail matter;

22               Second, the defendant took the mail from the authorized depository  
23 for mail matter; and

24               Third, at the time the defendant took the mail, the defendant  
25 intended to deprive the owner, temporarily or permanently, of its use and  
26 benefit.  
27

1 c. *Access Device – Illegal Transactions*, as charged in Count 7, are as  
2 follows:

3 First, with an access device or devices issued to other persons, the  
4 defendant knowingly effected transactions;

5 Second, the defendant obtained through such transactions at any  
6 time during a one-year period a total of at least \$1,000 in  
7 payments or any other thing of value;

8 Third, the defendant acted with intent to defraud; and

9 Fourth, the defendant's conduct in some way affected commerce  
10 between one state and another state, or between a state of the United  
11 States and a foreign country.

12 d. *Unlawful Possession of a Firearm*, as charged in Count 8, are as  
13 follows:

14 First, the defendant knowingly possessed a particular firearm;

15 Second, the defendant possessed the firearm in and affecting  
16 interstate commerce; and

17 Third, at the time Defendant possessed said firearm, Defendant had  
18 previously been convicted of a crime punishable by imprisonment for a  
19 term exceeding one year, and knew he had been convicted of such a crime.

20 3. **The Penalties.** Defendant understands that the statutory penalties  
21 applicable to the offenses to which Defendant is pleading guilty are as follows:

22 a. For the offense of *Theft of Government Property*, as charged in  
23 Count 1: A maximum term of imprisonment of up to 10 years, a fine of up to  
24 \$250,000, a period of supervision following release from prison of up to 3 years,  
25 and a mandatory special assessment of \$100 dollars.

26 b. For *Mail Theft*, as charged in Count 5: A maximum term of  
27 imprisonment of up to 5 years, a fine of up to \$250,000, a period of supervision

1 following release from prison of up to 3 years, and a mandatory special assessment  
2 of \$100 dollars.

3 c. For *Access Device – Illegal Transactions*, as charged in Count 7: A  
4 maximum term of imprisonment of up to 15 years, a fine up to \$250,000, a period  
5 of supervised release of up to 3 years, and a mandatory special assessment of  
6 \$100.

7 d. For *Unlawful Possession of a Firearm*, as charged in Count 8: a  
8 maximum term of imprisonment of up to 15 years; a fine of up to \$250,000; a  
9 period of supervision following release from prison of up to three years; and a  
10 mandatory special assessment of \$100.

11 Defendant understands that supervised release is a period of time following  
12 imprisonment during which Defendant will be subject to certain restrictive conditions and  
13 requirements. Defendant further understands that, if supervised release is imposed and  
14 Defendant violates one or more of the conditions or requirements, Defendant could be  
15 returned to prison for all or part of the term of supervised release that was originally  
16 imposed. This could result in Defendant serving a total term of imprisonment greater  
17 than the statutory maximum stated above.

18 Defendant understands that as a part of any sentence, in addition to any term of  
19 imprisonment and/or fine that is imposed, the Court may order Defendant to pay  
20 restitution to any victim of the offense, as required by law.

21 Defendant further understands that the consequences of pleading guilty may  
22 include the forfeiture of certain property, either as a part of the sentence imposed by the  
23 Court, or as a result of civil judicial or administrative process.

24 Defendant agrees that any monetary penalty the Court imposes, including the  
25 special assessment, fine, costs, or restitution, is due and payable immediately and further  
26 agrees to submit a completed Financial Disclosure Statement as requested by the United  
27 States Attorney's Office.

1 Defendant understands that, if pleading guilty to a felony drug offense, Defendant  
2 will become ineligible for certain food stamp and Social Security benefits as directed by  
3 Title 21, United States Code, Section 862a.

4 **4. Immigration Consequences.** Defendant recognizes that pleading guilty  
5 may have consequences with respect to Defendant's immigration status if Defendant is  
6 not a citizen of the United States. Under federal law, a broad range of crimes are grounds  
7 for removal, and some offenses make removal from the United States presumptively  
8 mandatory. Removal and other immigration consequences are the subject of a separate  
9 proceeding, and Defendant understands that no one, including Defendant's attorney and  
10 the Court, can predict with certainty the effect of a guilty plea on immigration status.  
11 Defendant nevertheless affirms that Defendant wants to plead guilty regardless of any  
12 immigration consequences that Defendant's guilty pleas may entail, even if the  
13 consequence is Defendant's mandatory removal from the United States.

14 **5. Rights Waived by Pleading Guilty.** Defendant understands that by  
15 pleading guilty, Defendant knowingly and voluntarily waives the following rights:

- 16 a. The right to plead not guilty and to persist in a plea of not guilty;
- 17 b. The right to a speedy and public trial before a jury of Defendant's  
18 peers;
- 19 c. The right to the effective assistance of counsel at trial, including, if  
20 Defendant could not afford an attorney, the right to have the Court appoint one for  
21 Defendant;
- 22 d. The right to be presumed innocent until guilt has been established  
23 beyond a reasonable doubt at trial;
- 24 e. The right to confront and cross-examine witnesses against Defendant  
25 at trial;
- 26 f. The right to compel or subpoena witnesses to appear on Defendant's  
27 behalf at trial;

g. The right to testify or to remain silent at trial, at which trial such silence could not be used against Defendant; and

h. The right to appeal a finding of guilt or any pretrial rulings.

6. **United States Sentencing Guidelines.** Defendant understands and acknowledges that the Court must consider the sentencing range calculated under the United States Sentencing Guidelines and possible departures under the Sentencing Guidelines together with the other factors set forth in Title 18, United States Code, Section 3553(a), including: (1) the nature and circumstances of the offense(s); (2) the history and characteristics of Defendant; (3) the need for the sentence to reflect the seriousness of the offense(s), to promote respect for the law, and to provide just punishment for the offense(s); (4) the need for the sentence to afford adequate deterrence to criminal conduct; (5) the need for the sentence to protect the public from further crimes of Defendant; (6) the need to provide Defendant with educational and vocational training, medical care, or other correctional treatment in the most effective manner; (7) the kinds of sentences available; (8) the need to provide restitution to victims; and (9) the need to avoid unwarranted sentence disparity among defendants involved in similar conduct who have similar records. Accordingly, Defendant understands and acknowledges that:

a. The Court will determine Defendant's Sentencing Guidelines range at the time of sentencing;

b. After consideration of the Sentencing Guidelines and the factors in 18 U.S.C. § 3553(a), the Court may impose any sentence authorized by law, up to the maximum term authorized by law;

c. The Court is not bound by any recommendation regarding the sentence to be imposed, or by any calculation or estimation of the Sentencing Guidelines range offered by the parties or the United States Probation Department, or by any stipulations or agreements between the parties in this Plea Agreement; and

1 d. Defendant may not withdraw a guilty plea solely because of the  
2 sentence imposed by the Court.

3 7. **Ultimate Sentence.** Defendant acknowledges that no one has promised or  
4 guaranteed what sentence the Court will impose.

5 8. **Statement of Facts.** The parties agree on the following facts. Defendant  
6 admits Defendant is guilty of the charged offenses and that all acts took place within the  
7 Western District of Washington:

8 a. On December 20, 2022, MIXAYBOUA used a Discover Card  
9 ending in 6731 belonging to A.J. and M.B. without their authorization, knowing that he  
10 was not permitted to use the card. Specifically, he used the card to make purchases at  
11 stores such as QFC, located in King County, Washington, incurring over \$1,000 in  
12 unauthorized expenses. At the time of the unauthorized charges, the discover card was  
13 issued by a company outside the state of Washington.

14 b. Between December 28, 2022, and May 24, 2023, MIXAYBOUA  
15 unlawfully gained access to cluster box units (CBUs) in various locations throughout  
16 King County. MIXAYBOUA took mail from the CBUs that were addressed to others  
17 with the intention of depriving the true owner of the mail. MIXAYBOUA took the mail  
18 and threw it into his car and drove away without ever delivering the mail to the intended  
19 recipients.

20 c. On January 17, 2023, MIXAYBOUA drove away in a long-life  
21 vehicle (LLV) belonging to the United States Postal Service. The LLV was property that  
22 belonged to the United States Government, which had a value of more than \$1,000.  
23 MIXAYBOUA was not employed by the USPS, nor was he authorized to operate the  
24 LLV. MIXAYBOUA drove away in the LLV while the mail carrier assigned to the LLV  
25 was away from the vehicle delivering mail to residences.

26 d. On February 7, 2023, MIXAYBOUA used a Target credit card  
27 belonging to S.T. without S.T.'s authorization. MIXAYBOUA used the Target credit



1 card belonging to S.T. to make purchases at a Target store in King County totaling over  
2 \$1,000, knowing that he was not permitted to do so. At the time of the unauthorized  
3 transactions, the Target credit card was issued by a company outside the state of  
4 Washington.

5 e. On May 24, 2023, law enforcement attempted to execute an arrest  
6 warrant on MIXAYBOUA. When law enforcement approached MIXAYBOUA by his  
7 car, MIXAYBOUA fled on foot. Law enforcement chased after him. While running away  
8 from law enforcement, MIXAYBOUA threw a firearm into the bushes. When officers  
9 searched the area MIXAYBOUA threw the firearm in, they found a Polymer-80, 9mm  
10 caliber handgun. MIXAYBOUA knowingly possessed the firearm in and affecting  
11 interstate commerce. MIXAYBOUA knew he had previously been convicted of felony  
12 offenses punishable by a term of imprisonment of at least one year, at the time he  
13 possessed the firearm. These felony offenses were:

14  
15 Three Counts of *Possession of a Stolen Vehicle*, Three Counts of  
16 *Attempt to Elude a Police Officer*, and one Count of *Theft of a Motor*  
17 *Vehicle*, in King County Superior Court, Washington, under cause  
18 number 18-1-02875-9, on or about December 7, 2018 (Sentenced to  
19 29 months in custody);

20  
21 One Count of *Theft of a Motor Vehicle*, in King County Superior  
22 Court, Washington, under cause number 16-1-06331-1, on or about  
23 March 24, 2017 (Sentenced to 25 months in custody);

24  
25 One Count of *Possession of a Stolen Vehicle*, and one Count of *Bail*  
26 *Jumping*, in King County Superior Court, Washington, under cause number  
27



1 16-1-02970-8, on or about March 24, 2017 (Sentenced to 25 months in  
2 custody);

3  
4 One Count of *Taking a Motor Vehicle Without Permission in the Second*  
5 *Degree*, in King County Superior Court, Washington, under cause number  
6 14-1-06434-5, on or about January 27, 2015 (Sentenced to 26 months in  
7 custody);

8  
9 One Count of *Taking a Motor Vehicle Without Permission in the Second*  
10 *Degree*, in King County Superior Court, Washington, under cause number  
11 14-1-04651-7, on or about January 27, 2015 (Sentenced to 29 months in  
12 custody);

13  
14 One Count of *Taking a Motor Vehicle Without Permission in the Second*  
15 *Degree*, in King County Superior Court, Washington, under cause number  
16 14-1-03638-4, on or about January 27, 2015 (Sentenced to 29 months in  
17 custody);

18  
19 One Count of *Taking a Motor Vehicle Without Permission in the Second*  
20 *Degree*, in King County Superior Court, Washington, under cause number  
21 14-1-04763-7, on or about January 27, 2015 (Sentenced to 29 months in  
22 custody); and

23  
24 One Count of *Taking a Motor Vehicle Without Permission in the Second*  
25 *Degree*, in King County Superior Court, Washington, under cause number  
26 14-1-04442-5, on or about January 27, 2015 (Sentenced to 29 months in  
27 custody).

1 The parties agree that the Court may consider additional facts contained in the  
 2 Presentence Report (subject to standard objections by the parties) and/or that may be  
 3 presented by the United States or Defendant at the time of sentencing, and that the factual  
 4 statement contained herein is not intended to limit the facts that the parties may present to  
 5 the Court at the time of sentencing.

6 **9. Sentencing Factors.** The parties agree that the following Sentencing  
 7 Guidelines provisions apply to this case:

8 a. Counts 1, 5 and 7 group together (the “Fraud Group”), and that  
 9 Count 8 constitutes a separate group (the “Firearms Group”), pursuant to U.S.S.G. §§  
 10 3D1.1 and 3D1.2.

11 b. Count 7 supplies the highest offense level of the Fraud Group, *i.e.*,  
 12 the base offense level is 7, pursuant to U.S.S.G. § 2B1.1(a)(1) and there is a 2 level  
 13 increase because the offense involved 10 or more victims, pursuant to U.S.S.G. §  
 14 2B1.1(b)(2)(A)(i).

15 c. Count 8 is the sole count of the Firearms Group. The base offense  
 16 level is 14, pursuant to U.S.S.G. § 2K2.1(a)(6).

17 d. The parties agree they are free to present arguments regarding the  
 18 applicability of all other provisions of the United States Sentencing Guidelines.  
 19 Defendant understands, however, that at the time of sentencing, the Court is free to reject  
 20 these stipulated adjustments, and is further free to apply additional downward or upward  
 21 adjustments in determining Defendant’s Sentencing Guidelines range.

22 **10. Acceptance of Responsibility.** At sentencing, *if* the Court concludes  
 23 Defendant qualifies for a downward adjustment for acceptance of responsibility pursuant  
 24 to USSG § 3E1.1(a) and Defendant’s offense level is 16 or greater, the United States will  
 25 make the motion necessary to permit the Court to decrease the total offense level by three  
 26 (3) levels pursuant to USSG §§ 3E1.1(a) and (b), because Defendant has assisted the  
 27 United States by timely notifying the United States of Defendant’s intention to plead

1 guilty, thereby permitting the United States to avoid preparing for trial and permitting the  
2 Court to allocate its resources efficiently.

3       **11. Sentence Recommendation:** Pursuant to Federal Rule of Criminal  
4 Procedure 11(c)(1)(B), the government agrees to recommend a term of imprisonment  
5 within the applicable Guidelines range, as determined by the Court at the time of  
6 sentencing. The Defendant understands that this recommendation is not binding on the  
7 Court and the Court may reject the recommendation of the parties and may impose any  
8 term of imprisonment up to the statutory maximum penalty authorized by law.  
9 Defendant further understands that Defendant cannot withdraw a guilty plea simply  
10 because of the sentence imposed by the Court. Except as otherwise provided in this Plea  
11 Agreement, the parties are free to present arguments regarding any other aspect of  
12 sentencing.

13       **12. Mercer Island Police Department Case No. 2022-11515 and**  
14 **Snoqualmie Police Department Case No. 23S-0587.** In exchange for the Defendant's  
15 guilty pleas in this case, the parties understand that the King County Prosecutor's Office  
16 will not file any charges associated with Mercer Island Police Department Case No.  
17 2022-11515 and Snoqualmie Police Department Case No. 23S-0587 or for any additional  
18 offenses known to the King County Prosecuting Attorney's Office as of the time of this  
19 Plea Agreement based upon evidence in its possession at this time, and that arise out of  
20 the conduct giving rise to these investigations.

21       **13. Restitution.** Defendant agrees that the Court can order Defendant to pay  
22 restitution to the victims of Defendant's crimes and, in exchange for the agreements by  
23 the United States contained in this Plea Agreement, Defendant agrees that restitution in  
24 this case should not be limited to the offense(s) of conviction. The Defendant agrees to  
25 pay restitution for the offenses under Mercer Island Police Department Case No. 2022-  
26 11515 and Snoqualmie Police Department Case No. 23S-0587 as well. Defendant is  
27 aware that the United States will present evidence supporting an order of restitution for

1 all losses caused by all of Defendant's criminal conduct known to the United States at the  
2 time of Defendant's guilty plea(s) to include those losses resulting from crimes not  
3 charged or admitted by Defendant in the Statement of Facts including the offenses listed  
4 in the reports of Mercer Island Police Department Case No. 2022-11515 and Snoqualmie  
5 Police Department Case No. 23S-0587. In exchange for the promises by the United States  
6 contained in this Plea Agreement, Defendant agrees that Defendant will be responsible  
7 for any order by the District Court requiring the payment of restitution for such losses.

8           a.       The full amount of restitution shall be due and payable immediately  
9 on entry of judgment and shall be paid as quickly as possible. If the Court finds that the  
10 defendant is unable to make immediate restitution in full and sets a payment schedule as  
11 contemplated in 18 U.S.C. § 3664(f), Defendant agrees that the Court's schedule  
12 represents a minimum payment obligation and does not preclude the U.S. Attorney's  
13 Office from pursuing any other means by which to satisfy the defendant's full and  
14 immediately-enforceable financial obligation, including, but not limited to, by pursuing  
15 assets that come to light only after the district court finds that the defendant is unable to  
16 make immediate restitution.

17           b.       Defendant agrees to disclose all assets in which Defendant has any  
18 interest or over which Defendant exercises control, directly or indirectly, including those  
19 held by a spouse, nominee, or third party. Defendant agrees to cooperate fully with the  
20 United States' investigation identifying all property in which Defendant has an interest  
21 and with the United States' lawful efforts to enforce prompt payment of the financial  
22 obligations to be imposed in connection with this prosecution. Defendant's cooperation  
23 obligations are: (1) before sentencing, and no more than 30 days after executing this Plea  
24 Agreement, truthfully and completely executing a Financial Disclosure Statement  
25 provided by the United States Attorney's Office and signed under penalty of perjury  
26 regarding Defendant's and Defendant's spouse's financial circumstances and producing  
27 supporting documentation, including tax returns, as requested; (2) providing updates

1 with any material changes in circumstances, as described in 18 U.S.C. § 3664(k), within  
2 seven days of the event giving rise to the changed circumstances; (3) authorizing the  
3 United States Attorney's Office to obtain Defendant's credit report before sentencing; (4)  
4 providing waivers, consents or releases requested by the U.S. Attorney's Office to access  
5 records to verify the financial information; (5) authorizing the U.S. Attorney's Office to  
6 inspect and copy all financial documents and information held by the U.S. Probation  
7 Office; (6) submitting to an interview regarding Defendant's Financial Statement and  
8 supporting documents before sentencing (if requested by the United States Attorney's  
9 Office), and fully and truthfully answering questions during such interview; and (7)  
10 notifying the United States Attorney's Office before transferring any interest in property  
11 owned directly or indirectly by Defendant, including any interest held or owned in any  
12 other name, including all forms of business entities and trusts.

13 c. The parties acknowledge that voluntary payment of restitution prior  
14 to the adjudication of guilt is a factor the Court considers in determining whether  
15 Defendant qualifies for acceptance of responsibility pursuant to USSG § 3E1.1(a).

16 14. **Forfeiture of Assets.** Defendant understands that the forfeiture of assets is  
17 part of the sentence imposed in this case.

18 Defendant agrees to forfeit to the United States immediately all of Defendant's  
19 right, title, and interest in any property which constitutes or is derived from proceeds  
20 traceable to Defendant's commission of *Mail Theft*, as charged in Count 5. This property  
21 is subject to forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C), by  
22 way of Title 28, United States Code, Section 2461(c).

23 Defendant agrees to forfeit to the United States immediately all of Defendant's  
24 right, title, and interest in any property which constitutes, or is derived from, proceeds  
25 traceable to Defendant's commission of *Access Device – Illegal Transactions*, as charged  
26 in Count 7, and any property used, or intended to be used, to commit the offense.

1 Defendant also agrees to forfeit to the United States immediately all of  
2 Defendant's right, title, and interest in any and all firearms and ammunition that were  
3 used or involved in Defendant's commission of *Felon in Possession of a Firearm*, as  
4 charged in Count 8. This property is subject to forfeiture pursuant to Title 18, United  
5 States Code, Section 924(d)(1), by way of Title 28, United States Code, Section 2461(c),  
6 and includes, but is not limited to: a Polymer-80 9mm caliber handgun, approximately 60  
7 rounds of 9mm ammunition, and any other associated ammunition.

8 Defendant agrees to fully assist the United States in the forfeiture of the above-  
9 described property and to take whatever steps are necessary to pass clear title to the  
10 United States, including but not limited to: surrendering title and executing any  
11 documents necessary to effectuate such forfeiture; assisting in bringing any assets located  
12 outside the United States within the jurisdiction of the United States; and taking whatever  
13 steps are necessary to ensure that assets subject to forfeiture are not sold, disbursed,  
14 wasted, hidden, or otherwise made unavailable for forfeiture. Defendant agrees not to  
15 file a claim to any of the above-described property in any federal forfeiture proceeding,  
16 administrative or judicial, which may be or has been initiated.

17 The United States reserves its right to proceed against any remaining assets not  
18 identified in this Plea Agreement, including any property in which Defendant has any  
19 interest or control, if said assets constitute, or are derived from, proceeds of the offense  
20 set forth in Count 5; constitute or are derived from proceeds of the offense set forth in  
21 Count 7, or were used or intended to be used to commit that offense; or are firearms or  
22 ammunition used or involved in the offense set forth in Count 8.

23 **15. Abandonment of Contraband.** Defendant also agrees that, if any federal  
24 law enforcement agency seized any illegal contraband that was in Defendant's direct or  
25 indirect control, Defendant consents to the federal administrative disposition, official use,  
26 and/or destruction of that contraband.



1           16.     **Non-Prosecution of Additional Offenses.** As part of this Plea Agreement,  
 2 the United States Attorney's Office for the Western District of Washington agrees not to  
 3 prosecute Defendant for any additional offenses known to it as of the time of this Plea  
 4 Agreement based upon evidence in its possession at this time, and that arise out of the  
 5 conduct giving rise to this investigation and moves to dismiss the remaining counts in the  
 6 Indictment at the time of sentencing. In this regard, Defendant recognizes the United  
 7 States has agreed not to prosecute all of the criminal charges the evidence establishes  
 8 were committed by Defendant solely because of the promises made by Defendant in this  
 9 Plea Agreement. Defendant agrees, however, that for purposes of preparing the  
 10 Presentence Report, the United States Attorney's Office will provide the United States  
 11 Probation Office with evidence of all conduct committed by Defendant.

12           Defendant agrees that any charges to be dismissed before or at the time of  
 13 sentencing were substantially justified in light of the evidence available to the United  
 14 States, were not vexatious, frivolous or taken in bad faith, and do not provide Defendant  
 15 with a basis for any future claims under the "Hyde Amendment," Pub. L. No. 105-119  
 16 (1997).

17           17.     **Breach, Waiver, and Post-Plea Conduct.** Defendant agrees that, if  
 18 Defendant breaches this Plea Agreement: (a) the United States may withdraw from this  
 19 Plea Agreement and Defendant may be prosecuted for all offenses for which the United  
 20 States has evidence; (b) Defendant will not oppose any steps taken by the United States  
 21 to nullify this Plea Agreement, including the filing of a motion to withdraw from the Plea  
 22 Agreement; and (c) Defendant waives any objection to the re-institution of any charges  
 23 that previously were dismissed or any additional charges that had not been prosecuted.

24           Defendant further understands that if, after the date of this Plea Agreement,  
 25 Defendant should engage in illegal conduct, or conduct that violates any conditions of  
 26 release or the conditions of confinement (examples of which include, but are not limited  
 27 to, obstruction of justice, failure to appear for a court proceeding, criminal conduct while



1 pending sentencing, and false statements to law enforcement agents, the Pretrial Services  
2 Officer, Probation Officer, or Court), the United States is free under this Plea Agreement  
3 to file additional charges against Defendant or to seek a sentence that takes such conduct  
4 into consideration by requesting the Court to apply additional adjustments or  
5 enhancements in its Sentencing Guidelines calculations in order to increase the applicable  
6 advisory Guidelines range, and/or by seeking an upward departure or variance from the  
7 calculated advisory Guidelines range. Under these circumstances, the United States is  
8 free to seek such adjustments, enhancements, departures, and/or variances even if  
9 otherwise precluded by the terms of the Plea Agreement.

10 **18. Waiver of Appellate Rights and Rights to Collateral Attacks.**

11 Defendant acknowledges that, by entering the guilty plea(s) required by this Plea  
12 Agreement, Defendant waives all rights to appeal from Defendant's conviction, and any  
13 pretrial rulings of the Court, and any rulings of the Court made prior to entry of the  
14 judgment of conviction. Defendant further agrees that, provided the Court imposes a  
15 custodial sentence that is within or below the Sentencing Guidelines range (or the  
16 statutory mandatory minimum, if greater than the Guidelines range) as determined by the  
17 Court at the time of sentencing, Defendant waives to the full extent of the law:

18 a. Any right conferred by Title 18, United States Code, Section 3742,  
19 to challenge, on direct appeal, the sentence imposed by the Court, including any fine,  
20 restitution order, probation or supervised release conditions, or forfeiture order (if  
21 applicable); and

22 b. Any right to bring a collateral attack against the conviction and  
23 sentence, including any restitution order imposed, except as it may relate to the  
24 effectiveness of legal representation.

25 This waiver does not preclude Defendant from bringing an appropriate motion  
26 pursuant to 28 U.S.C. § 2241, to address the conditions of Defendant's confinement or  
27 the decisions of the Bureau of Prisons regarding the execution of Defendant's sentence.

1 If Defendant breaches this Plea Agreement at any time by appealing or collaterally  
2 attacking (except as to effectiveness of legal representation) the conviction or sentence in  
3 any way, the United States may prosecute Defendant for any counts, including those with  
4 mandatory minimum sentences, that were dismissed or not charged pursuant to this Plea  
5 Agreement.

6 19. **Voluntariness of Plea.** Defendant agrees that Defendant has entered into  
7 this Plea Agreement freely and voluntarily, and that no threats or promises were made to  
8 induce Defendant to enter a plea of guilty other than the promises contained in this Plea  
9 Agreement or set forth on the record at the change of plea hearing in this matter.

10 20. **Statute of Limitations.** In the event this Plea Agreement is not accepted  
11 by the Court for any reason, or Defendant breaches any of the terms of this Plea  
12 Agreement, the statute of limitations shall be deemed to have been tolled from the date of  
13 the Plea Agreement to: (1) thirty (30) days following the date of non-acceptance of the  
14 Plea Agreement by the Court; or (2) thirty (30) days following the date on which a breach  
15 of the Plea Agreement by Defendant is discovered by the United States Attorney's  
16 Office.

17 //

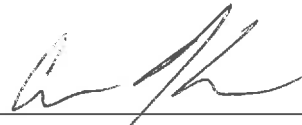
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21. **Completeness of Plea Agreement.** The United States and Defendant acknowledge that these terms constitute the entire Plea Agreement between the parties, except as may be set forth on the record at the change of plea hearing in this matter. This Plea Agreement binds only the United States Attorney's Office for the Western District of Washington. It does not bind any other United States Attorney's Office or any other office or agency of the United States, or any state or local prosecutor.

Dated this 5<sup>th</sup> day of December, 2023.

  
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